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Title: **Evans, Town of and Evans Water Department Employees, Service Employees International Union (SEIU), AFL-CIO, Local 200-C (2000)**

Employer Name: **Evans, Town of**

Union: **Evans Water Department Employees, Service Employees International Union (SEIU), AFL-CIO**

Local: **200-C**

Effective Date: **01/01/00**

Expiration Date: **12/31/03**

PERB ID Number: **7346**

Unit Size: **9**

Number of Pages: **28**

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Evans, Town Of And Seiu Local 200
(Evans Water Dept Unit)

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AGREEMENT

Between

TOWN OF EVANS

and

EVANS WATER DEPARTMENT EMPLOYEES

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200-C, AFL-CIO
Buffalo, New York**

January 1, 2000 to December 31, 2003

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I - PARTIES TO THE AGREEMENT

This AGREEMENT is entered into by the Town of Evans, New York (hereinafter referred to as the EMPLOYER or TOWN) and Local 200-C, Service Employees International Union, AFL-CIO (hereinafter referred to as the Union).

ARTICLE II - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours and other conditions of employment during the term of this Agreement for regular, full-time employees in the Water Department holding job titles in the salary schedule of the Town, excluding seasonal, part-time, and temporary employees, pursuant to the provisions of the Public Employees Fair Employment Act.

Seasonal. Employees working within the period of May 15th to September 15th.

Part-time. Employees working twenty (20) hours or less in a workweek, except when substituting for the absence of a regular, full-time employee.

Temporary. Employees working in the absence of a regular, full-time employee, whose absence will be of longer than a casual absence, or for a sudden and unexpected temporary work requirement. A temporary vacancy is a Water Maintenance Man position, if required, shall be filled by a regular, full-time Laborer, provided he can perform the regular duties, before hiring from the outside.

ARTICLE III - UNION SECURITY

Section 1. Checkoff of Union Dues

- (a) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues Form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of union dues.
- (b) Payroll deduction of Union Dues under the properly executed Authorization for Payroll Deduction of Union Dues Forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

- (c) The Union hereby agrees to hold the Employer harmless from any and all damages, it may sustain as a result of making the payroll deductions for this Article.
- (d) The Town agrees to deduct from the wages of all employees covered by this negotiating unit, who are not members of the Union, one (1) year after employment with the Town, an Agency Fee in the amount equivalent to the dues specified in paragraph (a) above. Section (d) shall only be applicable if the Union has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency fee deduction which represents the employee's pro-rata share of expenditures by the Union in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment. The Union shall indemnify and hold harmless, the Town and its officials or employees from any cause of action, claim, loss, or damages incurred as a result of the Towns' deduction of an agency fee from any employee.

Section 2. Access to Premises

Upon authorization of the Department Head, the Employer agrees to permit representatives of the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees and do not exceed one-half hour in duration or reasonable time upon mutual agreement.

Section 3. Bulletin Board

- (a) The Employer agrees to provide a bulletin board for the exclusive use of the Union to post notices and other Union information at the Water Station.
- (b) No such material shall be posted which is profane or obscene, or defamatory of the Town or its representatives or which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. The Union and the employees agree that during the life of this Agreement, they will not cause, encourage, participate in or support any strike or picketing against Management, or on any slowdown or other interruption of or interference with the normal function of Management concerning any matter which is subject to the grievance procedure or to jurisdiction of the Board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

Section 2. Except as expressly limited by other provisions of this agreement, all of the authority, right, and responsibility possessed by the Board, are retained by it, including,

but not limited to, the right to determine the mission, purposes, objectives, and policies of the Board to determine the facilities, methods, means and number of personnel required to conduct the Board programs; to administer the examination, selection, recruitment, hiring appraisal, training, retention, promotions, assignment or transfer of employees, pursuant to the law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate new or existing employees in accordance with law; and to discipline or discharge employees in accordance with law and the provision of this Agreement.

The scheduling of work, the control and regulations of the use of all equipment and properties are the exclusive function of the Town. The Union recognizes that the Management, control and direction of the working forces and the operations, thereof, is vested exclusively in the Employer. The Employer shall have the right to establish and enforce reasonable rules and regulations to assure orderly operations, provided such rules and regulations shall not be inconsistent with the express terms of this Agreement. Disputes which may arise regarding the enforcement of such rules and regulations will be resolved in accordance with the grievance procedures contained herein.

It is acknowledged that the Town of Evans has retained the right to contract out some of the work within the Water Department in the same manner that it has in prior years.

The intent of this Section is not to abolish current positions within the Water Department, but to recognize that some work or types of work is better able to be done by outside services.

The Town will notify the Union of the reasons why it is contemplating subcontracting bargaining unit work, except in cases of emergency. Upon request of the Union, it will discuss such reasons and will consider the suggested alternatives proposed by the Union. The decision and impact of subcontracting unit work shall be made by the Town.

ARTICLE V - UNION STEWARDS

Section 1.

Employees within the bargaining unit shall be represented by a Steward. The Union shall furnish Management the Steward's name and assigned area and shall keep the list current at all times. An alternate Steward may be appointed by the Local Union President to serve in the absence of the regular Steward.

Section 2. Upon proper authorization from his immediate supervisor outside the bargaining unit, the Steward may investigate any alleged or actual grievance in his assigned work area and to assist in its presentation to the Employer.

Section 3. When an employee presents a grievance without intervention of a Union Steward, the Steward shall be informed of the grievance and the action taken by the Board.

Section 4. Union business, when authorized, shall be conducted so as not to interfere with the work assignment of the Steward or any other employee.

Section 5. A non-employee Union representative may consult with employees in work area before the start of each work shift or after the end thereof.

Section 6. Upon notification and approval of his immediate Supervisor outside of the bargaining unit, the Steward shall be allowed reasonable time paid at his regular rate if occurring during his regularly scheduled work day, to confer with Management on matters affecting the administration of this Agreement.

ARTICLE VI - LABOR-MANAGEMENT CONFERENCES

Section 1. Upon the request of either of the parties, they shall meet at a mutually agreed upon time to discuss matters of mutual concern submitted by or on behalf of the employees or the Employer.

Section 2. The Conference procedure provided for in this Article shall not be considered collective bargaining or part of the grievance procedure, nor shall the consideration of recommendations vary any term of this Agreement.

ARTICLE VII - DISCHARGE AND DISCIPLINE

Section 1. The Town has the express right to establish rules, regulations, and procedures for its employees to follow. Such rules, regulations, and procedures may be amended from time to time at the complete discretion of the Town. A copy of same shall be provided to the Union.

Section 2. In the events the Town determines to discipline an employee for misconduct and/or incompetence, the following disciplinary procedure shall apply to all bargaining unit employees as provided herein in lieu of all rights and procedures specified in Civil Service Law, Section 75 and Section 76. Resort to Civil Service Law, Section 75 and Section 76 shall be foreclosed unless otherwise agreed to in writing by the parties to this Agreement.

1. The employee shall be notified in writing of the discipline to be issued. This may amount to a reprimand, suspension, fine, restitution or discharge depending upon the seriousness of the offense. A copy of such disciplinary notice shall be given to a representative of the Union.
2. The employee shall have the right to file a grievance under Article VIII of this Agreement questioning just cause. Such grievance must be presented at Stage 2 of the grievance procedure, within ten (10) calendar days from

the date the employee received written notice of the discipline to be issued or the grievance shall be null and void.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Purpose

It is the purpose of this procedure to afford the parties adequate opportunity to resolve differences and to secure equitable solutions to grievances at the lowest possible administrative level.

Section 2. Definitions

As used herein, the following terms shall have the following meaning:

1. "Employee" shall mean any person directly employed and compensated by the Town of Evans and covered by this Contract.
2. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement or the rights claimed thereunder.
3. "Immediate Supervisor" shall mean an employee or officer on a higher level of authority above the employee in the Department wherein the grievance exists and who assigns and supervises the employee's work and approves his time record or evaluates his performance.
4. "Days" shall mean all days other than Saturdays, Sundays, legal holidays, Saturdays and Sundays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.

Section 3. Procedure

- (a) Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each Step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons thereof.
- (b) In any event, a grievance to be considered must be filed in writing with the immediate Supervisor on a mutually agreed form, within fifteen (15) working days after the date on which the facts or events upon which such alleged grievance is based shall have existed. The grievant shall not resort to litigation until the grievance procedure has been exhausted.

STAGE 1 - Immediate Supervisor (Department Head)

1. An employee having a grievance, shall discuss it with his immediate Supervisor, either directly or through a representative with the objective of resolving the matter informally. The immediate supervisor shall confer with all parties in interest.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor within the five (5) day working period as stated under Procedure Item 2. Within five (5) days after the written grievance is presented to him, the immediate supervisor shall render a decision thereon in writing.

STAGE 2 - Supervisor of the Town

1. If the employee initiating the grievance is not satisfied with the written decision at Stage 1, and wishes to proceed further under this grievance procedure, the employee, shall, within five (5) days after having received the written decision, file a written appeal to the Town Supervisor, herein defined as the person next in line of authority above the immediate supervisor.
2. Within ten (10) days after the grievance is presented to him, the Town Supervisor or his/her representative, shall render a decision thereon, in writing.

STAGE 3 - Board

1. If the employee initiating the grievance is not satisfied with the written decision at Stage 2, and wishes to proceed further under this grievance procedure, the employee shall, within five (5) days after receiving the written decision, file a written appeal to the Town Board for its consideration.
2. Within ten (10) days of the receipt of the appeal, the Board shall hold a hearing on the grievance, and within ten (10) days of the conclusion of the hearing, shall render a decision in writing.

STAGE 4 - Arbitration

1. If the aggrieved party is not satisfied with the decision at Stage 3, and wishes to proceed further under this grievance procedure, he shall file a written appeal to the Board within ten (10) days after receiving the written decision of Stage 3.

2. The Board or the Union shall refer the matter directly to the Federal Mediation and Conciliation Service for a list of Arbitrators in order that the parties may choose a mutually acceptable Arbitrator.
3. The selected Arbitrator shall hear the matter promptly and shall limit his decision strictly to the interpretation and application of the provisions of this Agreement.
4. The decision of the Arbitrator will be restricted to whether a violation of the Agreement exists and if a violation is found, he shall have authority to alter in any way the provisions therein such Agreement.

Except as expressly provided for in this Agreement, an Award by an Arbitrator in respect to any grievance submitted to him, shall not be made retroactive beyond the date on which such grievance was first presented for consideration in the procedure as herein set forth.

5. The decision of the Arbitrator shall be final and binding upon all parties.
6. The cost and expenses for the service of the Arbitrator, if any, shall be borne equally by the Board and the Union.

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 1. Work Day

Eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute the regular work day. For purposes of this Agreement, twenty-four (24) hours shall be defined at 12:00 A.M. (midnight) to 11:59 P.M. Included in the eight (8) hour day is one-half (1/2) hour non-work paid lunch. The department head may require the employees to eat their lunch at the work site.

Section 2. Work Week

The work week shall normally consist of five (5) consecutive work days, as described in Section 1, except where otherwise provided in this Agreement.

Section 3. Work Shift

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 4. Work Schedule

- (a) Work schedules showing the employees' shifts, workdays, and hours, shall be posted on the bulletin board of the Water Department.

- (b) In the event the Employer deems necessary any change in the work week or shift assignment, the employee will be notified, whenever possible, seven (7) calendar days in advance of the proposed change except in emergency situations.

Section 5. Rest Periods

- (a) All employees shall be allowed a ten (10) minute paid rest period during each work period of four (4) hours or more.
- (b) Employees required to work beyond their regular quitting time, may take a thirty (30) minute unpaid rest period before they start to work on the next shift. In addition, they shall be granted the regular paid rest period that occurs during every four-hour period.

Section 6. Call-In Time

An employee called back to work after having worked his regular work day shall be paid for all such additional hours worked beyond his regular work day at the rate of one and one-half (1-1/2) times his regular rate of pay. If he shall be called out to turn on or shut off a service, they he shall be paid a minimum of two (2) hours at time and one-half or the actual time worked at time and one-half (1-1/2), whichever is greater.

Section 7. Premium Rates of Pay

- (a) Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day; all work performed in excess of forty (40) hours in any work week.

Section 8. Distribution of Overtime

- (a) When overtime work is requested of employees, such work shall be distributed to employees of the classification that ordinarily performs such work, unless such employees are unavailable, in which case, it will be offered to capable employees in other classifications within the bargaining unit.
- (b) When overtime is requested of employees, such overtime work shall be offered among employees in the Department via a system of rotation.
- (c) Supervisory personnel outside of the bargaining unit may perform overtime work normally performed by employees covered by this Agreement.
- (d) All employees in the Water Department are required and expected to be available for call-in and/or overtime duty. It is the responsibility of each such employees to accept such call-in and/or overtime duty unless excused from such service by

proper authorization of the Superintendent of the Department of Water or his designee.

ARTICLE X - WAGES AND CLASSIFICATIONS

Section 1. Wage Schedule and Classification

- (a) Employees shall receive the wage rate as indicated in the job position of the attached Appendix for the years 2000 (3.25%), 2001 (2.75%), 2002 (2.25%), and 2003 (2%).

Section 2. Longevity Service Pay

- (a) Employees shall be paid a non-accumulated longevity payment upon completion of the following continuous years of service:

	EFFECTIVE			
	<u>01/01/00</u>	<u>01/01/01</u>	<u>01/01/02</u>	<u>01/01/03</u>
Upon completion of 5 Years of Service and each year of completion thereafter, until	300.00	375.00	450.00	525.00
Upon completion of 10 Years of Service and each year of completion thereafter, until	400.00	475.00	550.00	625.00
Upon completion of 15 Years of Service and each year of completion thereafter, until	500.00	575.00	650.00	725.00
Upon completion of 20 Years of Service and each year of completion thereafter, until	600.00	675.00	750.00	825.00
Upon completion of 25 Years of Service and each year of completion thereafter	700.00	775.00	850.00	925.00

- (b) Longevity Service Pay shall be disbursed separately from the employee's regular payroll check.
- (c) An employee who is assigned to work temporarily in a higher classification for a period of two (2) hours or more, during his normal work day, shall receive the rate of pay for such higher classification for the hours he so worked. However, if an employee is assigned to work temporarily during his normal day in a low classification, he shall nevertheless be paid his regular rate of pay.
- (d) An employee who leaves employment with the Town without working the full year shall have his longevity prorated to the last month worked.

ARTICLE XI - TOOLS AND EQUIPMENT

Section 1. Protective Equipment and Clothing

- (a) The Employer will provide protective equipment to safeguard its employees from injury while working in their normally scheduled assignments.
- (b) This equipment shall consist of: hard hats, rain suits, various work gloves, other safety equipment as provided by Management. It is incumbent upon the employee to use this protective safety equipment as prescribed by Management.

Section 2. Uniforms

The Town shall pay a Two Hundred Fifty Dollar (\$250) allowance in 2000, Three Hundred Dollar (\$300) in 2001, Three Hundred Twenty-five Dollar (\$325) allowance in 2002, and Three Hundred Fifty Dollar (\$350) allowance in 2003 for the purpose of safety shoes and/or work clothing to each employee covered herein. Such allowance to be paid prior to January 15th of each contract year. The employees agree to provide proof of purchase of said articles of clothing at the request of the Water Superintendent prior to February 15th of each contract year. Such purchased articles of clothing may only be worn in the performance of the employee's duties for the Town of Evans. Work shoes must be OSHA approved (steel capped) and be able to tie (no loafers).

ARTICLE XII - VACATIONS

Section 1. Vacation Schedule

- (a) Any employee covered by this Agreement, upon the occurrence of the relevant eligibility date, i.e., anniversary from date of hire, shall be entitled to the following paid vacation allowance:
 - 1. Upon the completion of one (1) year of service and for each year of service thereafter, up to and including the fourth year, two (2) weeks of vacation with pay;
 - 2. Upon the completion of five (5) years of service, and for each year of service thereafter, up to and including the ninth year, three (3) weeks of vacation with pay;
 - 3. Upon completion of ten (10) years of service, and for each year of service thereafter, up to an including the nineteenth year, four (4) weeks of vacation with pay;

4. Upon completion of twenty (20) years of service, and for each year of service thereafter, five (5) weeks paid vacation.
 5. Upon completion of twenty-one (21) years of service, and for each year of service thereafter, five (5) weeks plus one (1) day paid vacation.
 6. Upon completion of twenty-two (22) years of service, and for each year of service thereafter, five (5) weeks plus two (2) days paid vacation.
 7. Upon completion of twenty-three (23) years of service, and for each year of service thereafter, five (5) weeks plus three (3) days paid vacation.
 8. Upon completion of twenty-four (24) years of service, and for each year of service thereafter, five (5) weeks plus four (4) days paid vacation.
 9. Upon completion of twenty-five (25) years of service, and for each year of service thereafter, six (6) weeks paid vacation.
- (b) Vacation time must be used within twelve (12) months of the employee's date of eligibility.
 - (c) Vacation shall normally begin following the regular "days off" of the employee.
 - (d) Vacations shall be scheduled by the Department Head, giving preference to employee's choice according to seniority, when practicable and when consistent with continued efficient operations.

Section 2. Vacation Rights in Case of Separation

- (a) Any employee who is discharged, or separated from the service of the Employer for any reason, except retirement, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.
- (b) In the case of the death of such employee, such payment shall be made to his estate.
- (c) Any employee of the Town covered by this Agreement, who is entitled to vacation leave at the time of retirement, may elect to receive the earned vacation leave which has not been taken, effective thirty (30) days prior to the date of retirement or to be compensated in cash only for the unused vacation.

ARTICLE XIII - HOLIDAYS

Section 1. Holidays Recognized and Observed

- (a) All regular full-time employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Good Friday	Columbus Day
Memorial Day	Veteran's Day
Independence Day	General Election Day
Thanksgiving Day	Christmas Eve Day
Thanksgiving Day/After	Christmas Day
Employee's Birthday	Patriots Day

- (b) When any of the Holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday.
- (c) Whenever any of the Holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.
- (d) Whenever a Holiday is observed during the employee's vacation, at the request of the employee, the Department Head, after considering work load, shall grant another day within the calendar year to be treated as the vacation day for that employee.

Section 2. Eligibility

- (a) The intent that an employee must work the day before and the day after the holiday in order receive holiday pay does not exclude holiday pay for an employee on approved leave (vacation, personal or death leave).
- (b) An employee on formal unpaid leave of absence or layoff, shall not receive Holiday pay during such leave.
- (c) Any employee working on Christmas Eve and/or Christmas Day as of January 1, 2000, shall receive double time (2X) his normal rate of pay for all hours worked, **plus** regular pay for the holiday.

Any employee working on New Year's Day as of January 1, 2001, shall receive double time (2X) his normal rate of pay for all hours worked, **plus** regular pay for the holiday.

Any employee working on Thanksgiving Day as of January 1, 2002, shall receive double time (2X) his normal rate of pay for all hours worked, **plus** regular pay for the holiday.

Section 3. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all unworked Holiday hours for which an employee is compensated, shall be regarded as hours worked.

ARTICLE XIV - PAID LEAVES

Section 1. Bereavement

- (a) Each employee shall be granted leave without loss of pay not to exceed five (5) consecutive calendar days because of a death in his immediate family. The employee shall be paid for any regularly scheduled working hours during such five (5) consecutive calendar day period.
- (b) Immediate family for the purpose of paragraph (a) shall be deemed to include: husband, wife, child, parent-in-law, son-in-law or daughter-in-law, mother or father.
- (c) Each employee shall be granted leave without loss in pay not to exceed two (2) consecutive scheduled working days because of the death of a grandparent, grandparent-in-law, grandchild, brother or sister, brother-in-law or sister-in-law.
- (d) With prior approval of the Department Head, an employee may be granted one (1) day of leave without loss of pay in order to attend the funeral of an aunt, uncle, niece, nephew, or first cousin of either spouse. The bereavement day shall be granted unless the needs of the department require the personnel to be at work.
- (e) Such leave for a death in the family is intended to permit the employee time off for the purpose of handling necessary arrangements and to attend the funeral. The leave shall terminate at the close of the day of the funeral except such leave covered under Section 1. If the funeral is not attended by the employee, no such leave shall be authorized.

Section 2. Jury Leave

- (a) Any employee who has been called to jury duty shall be compensated by the Town of Evans the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for jury duty. If an employee serves on jury duty for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, he shall receive the overtime rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a Jury Duty Notice of Summons and the amount of pay received for such service.
- (b) When an employee receives notice that he is to report for jury duty, he shall notify his Supervisor immediately.

- (c) An employee on jury duty shall be considered the same as being at work. An employee who is summoned for jury duty, shall be excused from work only those days on which he reports for actual jury duty and shall be expected, when feasible, to perform the duties of his position of employment.

Section 3. Personal Business Days

- (a) All regular full-time employees shall receive four (4) days non-accumulated personal leave for personal business.
- (b) Personal Leave (personal business) shall be deemed to be business of such nature that it cannot be conducted at a time other than employee's regularly scheduled working hours.
- (c) Written reason for a personal day shall be made to the Supervisor at least two (2) days prior to the day of leave, except in a case of an emergency. This approval shall not apply on the day before or the day after a holiday unless approved by the Supervisor.

Section 4. Military Leave

Military Leave shall be in accordance with the New York State Civil Service Law.

ARTICLE XV - LEAVES OF ABSENCE

Section 1. Eligibility Requirements

Employees may be eligible for unpaid leaves of absence up to one (1) year after completing six (6) months of service with the Employer. This one (1) year limit is not for purpose of acquiring new employment.

Section 2. Application for Leaves

- (a) Any request for a leave of absence shall be submitted to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- (b) Authorization for a leave of absence, when granted, shall be furnished to the employee by the Employer, and it shall be in writing.
- (c) An employee shall not accrue seniority while on an unpaid leave of absence.
- (d) Returning employees shall be returned to the position they held at the time the leave of absence was requested.

Section 3. Forfeiture of Leave Status

Any employee who works in any other position, without the consent of the Employer, while absent from work on a leave of absence, or who fails to return to work upon the expiration of a leave of absence, shall be considered to have quit voluntarily.

ARTICLE XVI - SICK LEAVE

Section 1. Allowance

- (a) Employees shall be allowed one and one-fourth (1-1/4) days of sick leave for each month of service. Sick leave shall be earned by an employee for any month which the employee is compensated for twelve (12) or more complete days of work.
- (b) An employee shall be eligible for sick leave after thirty (30) days of service with the Employer.
- (c) An employee shall be required by the Employer to obtain a physician's certificate after three (3) consecutive days of sickness or non-work connected disability prior to returning to work. The physician's certificate shall indicate that the employee may resume his normal duties.
- (d) Whenever an employee is known to be, or when attendance records indicate, that an employee may be abusing his sick leave, that employee may be required to obtain a physician's certificate verifying illness for the first day of absence.

Section 2. Accumulation

Employees shall accumulate sick leave as long as they are in the service of the Employer, such accumulation not to exceed one hundred fifty (225) days.

Section 3. Unused Sick Leave

An employee shall be compensated in cash for any sick leave days accumulated in excess of two hundred twenty-five (225) days with the following payout schedule:

No. of Sick Days	Amount Paid
50 – 99	\$1,750.00
100 – 149	\$3,500.00
150 – 225	\$5,250.00

ARTICLE XVII - HEALTH INSURANCE

Section 1. Coverage

The Town of Evans shall provide to all eligible employees Blue Cross and Blue Shield Community Blue I Medical coverage with Drug Card, \$5.00 co-pay with contraceptive with CL Dep/Student ages 19/25. The Town shall have the option of providing two (2) single health insurance policies instead of a family plan, for married employees who have no dependent children. In the event a family plan is needed, due to dependents, the change from single to family will be done as soon as possible. The employee shall have the option to choose the Blue Cross/Blue Shield Traditional 60/61 Plan with BC Hospital 42-43, BC Medical Surgical (Select) 60-61, BCMM-7 unlimited with \$100 deductible, Rider 21 Psychiatric, Rider 31 Chiropractic, Rider 45 Cosmetic Surgery and Rider 48 Out of Area Coverage. The Drug Rider will e a \$5.00 co-pay. If the employee chooses the Traditional option, the employee will be responsible for the difference in cost of the Community Blue I plan and the Traditional Plan. The Town reserves the right to change health insurance companies after consultation with the Union and if the plans are similar in coverage.

If an employee could be covered by another health insurance plan, other than the Town of Evans, then that employee shall not be considered eligible for coverage under the Town's plan unless such plan is proved to be not at par with the Town's plan. If, as some later date, it is proven that the employee can no longer be covered by the other health insurance plan, then that employee shall be considered eligible for coverage under the Town's plan. Employees sixty-five (65) years of age or older, shall utilize coverage under Medicare in conjunction with any health plan in effect at the time.

For employees hired after January 1, 1987, but before January 1, 2000, the Town shall pay 90% of the Plan, either single or family coverage (as needed), for the first fifteen (15) years of service. After fifteen (15) years of service, the Town will pay 100% of the employee's health insurance.

For employees hired on or after January 1, 2000, the employee's contributions toward health insurance premium will be applied as follows:

<u>Years of Service</u>	<u>Individual Cost to Employees</u>
0 to 5 years	25% of premium per year
6 to 10 years	20% of premium per year
11 to 15 years	15% of premium per year
After 15 years.	0% (Town pays 100% of premium per year)

Section 2. The Town shall provide each employee with life insurance equal to \$20,000.

Section 3. The Town will provide to each individual employee eligible for hospitalization coverage, single or family dental coverage. The dental carrier shall set the guidelines and the availability of such a plan.

Section 4. The Town will provide to each individual employee eligible for hospitalization coverage an orthodontic benefit of \$1,000.00 per each eligible dependent.

ARTICLE XVIII - RETIREMENT PLAN

The Employer agrees to continue to provide all employees with the New York State Retirement System Plan 75i with a 60-b Rider, which is an upgrade from the former plan known as 75-c. Any such Plan shall be in conformity with New York State Law.

ARTICLE XIX - DISABILITY

Section 1. Humanitarian Clause

Should any employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, Management will make every effort to place the employee in a position that he is physically and mentally able to perform. In so doing, Management will attempt to place the employee in a position as close as possible to his previous wage level.

Section 2. In the event a physician would recommend an employee could perform light duty work during a recuperation period, the Department Head may allow an employee to work light duty. The decision, the duration of time, and the type of work, is completely at the discretion of the Department Head and not subject to the grievance procedure.

When an employee is assigned light duty work, they will receive \$2.00 per hour less, their regular wage rate.

ARTICLE XX - SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service within the Water Department of the Town of Evans from the last date of hire.

Section 2. Probationary Period

- (a) All new employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees.
- (b) At any time during the probationary period, the Town Board may lay off, discharge, or demote an employee as the Town Board may see fit and such action shall not be made the basis of any claim or grievance, with respect to the terms of the Agreement, against the Town. The Union shall, however, represent all probationary employees for the purpose of collective bargaining in regard to wages, hours, and other conditions of employment as set forth under Articles of this Agreement.

Section 3. The following benefits under this Agreement shall become effective the first of the month following their probationary period for all employees hired after January 1, 1987:

ARTICLE XIII

ARTICLE XIV, Section 3.

ARTICLE XVI, Section 1 (a) (b)

This benefit shall be applied on a retroactive fashion upon completion of a new hire's probationary period. Such employee, upon completion of the probationary period, shall be credited all sick leave earned pursuant to this Article XVI, Section 1 (a) for future use.

ARTICLE XVII. During an employee's probationary period, they may purchase health insurance through the Town at the employee's expense.

ARTICLE XXI - WORK FORCE CHANGES

Section 1. Promotions and Filling of Vacancies

- (a) Whenever a job opening occurs within the Department other than a temporary vacancy in an existing position, or a new position is established within the Department, a notice of such opening shall be posted on the Union bulletin board, stating the position, rate of pay, and requirements necessary to qualify. Such posting shall be for a period of not less than ten (10) work days.
- (b) During the posting period, employees who wish to apply for such position, must submit a written application to the Department Head.
- (c) In the event the employer chooses to fill such vacancy, and in the event the choice is made from among current employees in the bargaining unit who are equally qualified, such vacancy shall be filled by selecting from those candidates and the employee with the greatest seniority.
- (d) The qualifications shall be established by the Employer. Seniority will be considered as one of the factors in determining qualifications. The decision on qualifications shall not be subject to the grievance procedure.
- (e) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of six (6) months starting the date of performing the new job. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position or a similar position, at his former rate of pay.

Section 2. Competitive Civil Service Jobs

Whenever a job opening occurs and the job is of a competitive nature, within the scope of the Civil Service Law, then the normal procedures provided by the Rules and Regulations of the Civil Service Law shall prevail. In the absence of an established Civil Service List of eligible applicants, the selection shall be made in accordance with the procedures set forth in Section 1 of this Agreement.

Section 3. Layoff

- (a) Employees shall be laid off in the inverse order of seniority.
- (b) No permanent employee shall be laid off from his position in any department or division while any seasonal, temporary, or provisional employees are serving in the same position class in that department or division.
- (c) Employees to be laid off, will have at least seven (7) calendar days notice or layoff, if possible.
- (d) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority in a lower job classification within the Department, providing the bumping employee meets the qualifications of the lower position.
- (e) The Board may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department or division affected.

ARTICLE XXII - FINAL AGREEMENT

The foregoing constitutes a complete and final Agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE XXIII - SEPARABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time during the term of existence be declared invalid by any court of competent jurisdiction or become valid by virtue of any State or Federal Law, rule, regulation, such event shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not invalidated shall remain in full force and effect.

ARTICLE XXIV - DURATION

Section 1. Length

This Agreement shall become effective as of the first day of January, 2000, and shall terminate December 31, 2003.

Section 2. Successor Agreement

The Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain, and their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect as of January 1, 2000 and up to and including December 31, 2003. Thereafter, if neither party serves written notice to the other party ninety (90) days prior to the day of expiration of the Agreement, it shall automatically continue from year to year, until such notice is given.

ARTICLE XXV - STATUTORY PROVISION

It is understood by and between the parties, that any provision of this Agreement requiring legislative action to permit its implementation by amendment of Law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

Dated this 13th day of July, 2000.

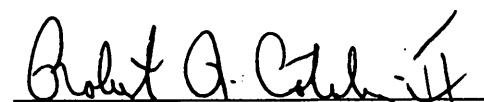
FOR:

LOCAL 200-C, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO



FOR:

TOWN OF EVANS



ROBERT CATALINO, II
TOWN SUPERVISOR

SALARY SCHEDULE
TOWN OF EVANS WATER DEPARTMENT

	<u>Salary Schedule</u>			
	<u>3.25%</u> <u>1/1/2000</u>	<u>2.75%</u> <u>1/1/2001</u>	<u>2.25%</u> <u>1/1/2002</u>	<u>2.00%</u> <u>1/1/2003</u>
Water Maintenance Worker A	16.48	16.93	17.31	17.66
Water Maintenance Worker B:				
4 th yr. & above	16.14	16.58	16.95	17.29
3 rd year	15.66	16.09	16.45	16.78
2 nd year	15.17	15.59	15.94	16.26
1 st year	14.67	15.07	15.41	15.72
Meter Reader	14.76	15.17	15.51	15.82

In order for a Water Maintenance Worker B to be eligible for Water Maintenance Worker A, the employee must be able to properly operate all equipment in the Water Department. The movement from B to A is by the employee's merit, recommended by the Department Head and approved by the Town Board. There is no posting requirement as provided in Article XXI.

The Laborer position shall be eliminated from this unit. All laborers shall be upgraded to Water Maintenance Worker B and will be paid the rate according to the above step schedule, based on anniversary dates.

Modifications to the existing

AGREEMENT

by and between

**TOWN OF EVANS
EVANS WATER DEPARTMENT EMPLOYEES**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200-C, AFL-CIO**

Article IX, Hours of Work and Overtime

Section 8. (c): No change in current language.

Article X, Wages and Classifications

Section 1. (a) Employees shall receive the wage rate as indicated in the job position of the attached Appendix for the years 2000, 2001, 2002 and 2003.

Section 2. (a) Employees shall be paid a non-accumulated longevity payment upon completion of the following continuous years of service.

<u>Longevity</u>	<u>1/1/2000</u>	<u>1/1/2001</u>	<u>1/1/2002</u>	<u>1/1/2003</u>
5 years	\$ 300.00	\$ 375.00	\$ 450.00	\$ 525.00
10 years	400.00	475.00	550.00	625.00
15 years	500.00	575.00	650.00	725.00
20 years	600.00	675.00	750.00	825.00
25 years	700.00	775.00	850.00	925.00

ADD clause 2. (d): An employee who leaves employment with the Town without working the full year shall have his longevity prorated to the last month worked.

Article XI, Tools and Equipment

Section 2. Uniforms

The Town shall pay a Two Hundred Fifty Dollar (\$250) allowance in 2000, Three Hundred Dollar (\$300) in 2001, Three Hundred Twenty-five Dollar (\$325) allowance in 2002, and Three Hundred Fifty Dollar (\$350) allowance in 2003 for the purpose of safety shoes and/or work clothing to each employee covered herein. Such allowance to be paid prior to January 15th of each contract year. The employees agree to provide proof of purchase of said articles of clothing at the request of the Water Superintendent

prior to February 15th of each contract year. Such purchased articles of clothing may only be worn in the performance of the employee's duties for the Town of Evans. Work shoes must be OSHA approved (steel capped) and be able to tie (no loafers).

Article XII, Vacations

Section 1. Vacation Schedule

Delete (1)

ADD: (6)	After 21 Years of Service	5 Weeks plus 1 day
	After 22 Years of Service	5 Weeks plus 2 days
	After 23 Years of Service	5 Weeks plus 3 days
	After 24 Years of Service	5 Weeks plus 4 days
	After 25 Years of Service	6 Weeks

Article XIII, Holidays

Section 2. Eligibility

Change (a) to read: The intent of an employee must work the day before and the day after the holiday in order to receive holiday pay does not exclude holiday pay for an employee on approved leave (vacation, personal, death leave).

ADD to (c): New language not approved.

ADD clause (d) which should now be (c): Any employee working on Thanksgiving, Christmas Eve, Christmas, or New Year's Day shall receive double time (2X) his normal rate of pay for all hours worked, *plus* regular pay for the holiday

ADD: January 1, 2000	-	Christmas Eve, Christmas Day
January 1, 2001	-	New Year's Day
January 1, 2002	-	Thanksgiving Day

Article XIV, Paid Leaves

Section 1. Bereavement

Change (b) to read: Immediate family for purpose of paragraph (a) shall be deemed to include husband, wife, child, parent-in-law, son-in-law, daughter-in-law, father or mother.

Section 3. Personal Business Days

Change (a) to read: All regular full-time employees shall receive (4) four days non-accumulated personal leave for personal business.

Article XV, Leaves of Absence

Section 1. Eligibility Requirements

No change in current language.

Article XVI, Sick Leave

Section 3. Unused Sick Leave

An employee shall be compensated in cash for any sick leave days accumulated in excess of two hundred twenty-five (225) days with the following payout schedule:
[Accepted 12/16/99]

No. of Sick Days	Amount Paid
50 – 99	\$1,750.00
100 – 149	\$3,500.00
150 – 225	\$5,250.00

Article XVII, Health Insurance

Section 1 (3rd paragraph): For employees hired after January 1, 1987, but before January 1, 2000, the Town shall pay 90% of the Plan, either single or family coverage (as needed), for the first fifteen (15) years of service. After fifteen (15) years of service, the Town will pay 100% of the employee's health insurance.

For employees hired on or after January 1, 2000, the employee's contributions toward health insurance premium will be applied as follows:

<u>Years of Service</u>	<u>Individual Cost to Employees</u>
0 to 5 years	25% of premium per year
6 to 10 years	20% of premium per year
11 to 15 years	15% of premium per year
After 15 years.	0% (Town pays 100% of premium per year)

4th Paragraph: Delete entire paragraph.

Article XVIII, Retirement Plan

Change the paragraph to read: The Employer agrees to continue to provide all employees with the New York State Retirement System Plan 75i with a 60-b Rider, which is an upgrade from the former plan known as 75-c. Any such Plan shall be in conformity with New York State Law.

Article XXI, Work Force Changes

Section 1. (e) No change to current language.

ADD clause (f) to read: New language not approved.

New Issue: New language not approved.

WAGES APPENDIX

Increase to all classifications covered by this Agreement as set forth by the following schedule:

1/1/2000	3.25% increase
1/1/2001	2.75% increase
1/1/2002	2.25% increase
1/1/2003	2.00% increase

ADD: After current paragraph following schedule, the Laborer position shall be eliminated from this unit. All laborers shall be upgraded to Water Maintenance Worker B and will be paid the rate according to the above step schedule, based on anniversary dates.

SALARY SCHEDULE
TOWN OF EVANS WATER DEPARTMENT

	<u>Salary Schedule</u>			
	<u>3.25%</u> <u>1/1/2000</u>	<u>2.75%</u> <u>1/1/2001</u>	<u>2.25%</u> <u>1/1/2002</u>	<u>2.00%</u> <u>1/1/2003</u>
Water Maintenance Worker A	16.48	16.93	17.31	17.66
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After current paragraph following schedule, the Laborer position shall be eliminated from this unit. All laborers shall be upgraded to Water Maintenance Worker B and will be paid the rate according to the above step schedule, based on anniversary dates.

This agreement to be effective and retroactive to 1/1/2000.